

SEPARATION AGREEMENT

This Separation Agreement ("Agreement") is made and entered into between the Board of Trustees of the University of Illinois ("University") and Amita Sinha ("Dr. Sinha"), collectively referred to as the Parties.

Recitals

- A. The University of Illinois at Urbana-Champaign currently employs Dr. Sinha as a Professor within its Department of Landscape Architecture.
- B. Dr. Sinha was placed on paid administrative leave from her duties as a Professor pending an investigation into an alleged violation by her of the University's harassment and discrimination policies.
- C. The University is willing to forgo pursuing the revocation of Dr. Sinha's tenure rights or other disciplinary actions against her in exchange for her acceptance of the terms set forth within this Agreement.
- D. Dr. Sinha is willing to voluntarily retire from her faculty position with the University in exchange for the University's willingness to accept the terms of this Agreement.

Terms

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **Compensation While on Continued Administrative Leave.** The University will forgo pursuing the revocation of Dr. Sinha's tenure rights or other disciplinary actions against her and instead will allow her to remain on paid administrative leave through August 15, 2018. While on administrative leave, the University will continue to pay her current annual salary of one hundred and one thousand, seven hundred and forty-eight dollars and zero cents (\$101,748.00) and shall offer her the same health care benefits that are made available to other members of its faculty. Dr. Sinha's continued salary shall be subject to all applicable federal and state withholdings and will be paid in accordance with the University's regular payroll practices. This compensation will be treated as "earnings" for the purpose of making contributions to the Illinois State Universities Retirement System. Dr. Sinha shall not be eligible for any wage increases during the remainder of her paid administrative leave. At the conclusion of the administrative leave, the University shall be relieved of any further obligations to Dr. Sinha, including the payment of any further compensation and any further employment.
2. **Recovery of Personal Items.** To the extent that Dr. Sinha may have any personal property remaining in her office that can be easily boxed and forwarded to her, the University will forward that property to her at her residence located at 1105 Mitchem Drive in Urbana, Illinois within seven (7) business days following the full execution of this agreement. If professional movers should be required because of the quantity or size of the personal property remaining in her office, Dr. Sinha will be responsible for making the necessary arrangements to have all of her personal items packed and moved out of her office within seven (7) business days following the full execution of this agreement and for paying all costs associated with such a move. Under no circumstances will the University be responsible for any damage

3

or harm that may occur to Dr. Sinha's property while it is being removed from her office and being delivered to her residence.

3. **Other Considerations While On Administrative Leave.** During Dr. Sinha's administrative leave, the University periodically will forward all campus mail that is addressed solely to Dr. Sinha to her residential address. In addition, Dr. Sinha also will be allowed physical access to the University's main library, as well as on-line access to the University's library collection, for personal research. Dr. Sinha will not be permitted physical access to any of the University's other libraries.

4. **No Contact Throughout The Administrative Leave.** Except as otherwise specifically provided within this Agreement, Dr. Sinha shall have no contact with any representatives of the University including its administration, faculty, staff or students throughout her administrative leave. The University will designate a contact person with whom Dr. Sinha must address any questions that she may have regarding her continued employment or the administration of this Agreement. If other University faculty, staff members or past students initiate contact with Dr. Sinha to maintain social relationships, Dr. Sinha may engage those individuals on a purely social basis so long as all of her interactions with them are limited to social interactions and do not involve any discussion of University business or matters. Dr. Sinha shall be required to identify to her designated contact person in advance all University-related individuals with whom she intends to maintain a social relationship.

5. **Continuing Restrictions.** Both during and permanently following the completion of her administrative leave, Dr. Sinha shall not be permitted to attend any conferences, presentations, talks, or events that are affiliated in any way with the University, unless she has first obtained the advance written permission of her designated University representative to attend. Moreover, both during and permanently following the completion of her administrative leave, Dr. Sinha shall not be permitted to engage [REDACTED] in any personal or professional capacity, including but not limited to attending talks where [REDACTED] is a speaker or presenter. If Dr. Sinha inadvertently should attend a conference, presentation, talk or event that she did not know was affiliated with the University and for which she did not receive advance permission to attend, or inadvertently attend a conference, presentation, talk or event at which [REDACTED] is a speaker or presenter, Dr. Sinha shall immediately leave the conference, presentation, talk or event once she becomes aware of the University's affiliation or of [REDACTED] involvement as a speaker or presenter.

6. **Breach of Restrictions.** If she should violate any of the restrictions imposed under paragraphs 3, 4 or 5 of this Agreement, Dr. Sinha shall be deemed to have breached this Agreement and shall be liable to the University for liquidated damages in the amount of ten thousand dollars (\$10,000.00) for each such breach. In addition, Dr. Sinha may be escorted from the University's premises by police officers and may be subject to a no trespass order should she come onto campus without prior approval or in violation of this Agreement. If the University believes that Dr. Sinha has violated the no-contact provisions of this Agreement, the University will allow Dr. Sinha to present any explanation or defenses she may have to the University's designated contact person within forty-eight (48) hours of the accused violation before the University makes its determination.

7. **Cessation of the Administrative Leave.** The Parties acknowledge and agree that Dr. Sinha's administrative leave automatically will terminate should she commence other employment of any kind or should she engage in conduct that harms the reputation of the University or violates any of the terms of this Agreement. Notwithstanding this provision, Dr. Sinha will be permitted to teach at a workshop being offered by CEPT University in Ahmedabad, India from December 11 through December 23, 2017 and to

receive an honorarium and reimbursement of expenses from that university for that teaching without having her administrative leave terminated. If Dr. Sinha should be invited to be a guest lecturer or teach at any other workshops for which she may receive an honorarium or travel reimbursement while on administrative leave, she must first obtain the advance, written consent of the designated University representative before accepting that invitation. Any participation by Dr. Sinha in a lecture, workshop or other teaching engagement for which she will be compensated in any manner without the prior written consent of the designated University representative may result in the cessation of her administrative leave. Upon the termination of her administrative leave in accordance with this Agreement, the University shall be relieved of any further obligations to Dr. Sinha, including the payment of any further compensation and any further employment.

8. **Retirement.** Upon the cessation of her administrative leave, for whatever reason, Dr. Sinha shall immediately retire from her employment with the University and forfeit all tenure rights and other rights associated with that employment. Unless required to do so earlier in accordance with this Agreement, Dr. Sinha shall take all necessary steps to retire from the University as of the close of business not later than August 15, 2018, including without limitation the signing and submission of any documents required by the Department of Landscape Architecture, the University or the State of Illinois to effectuate her retirement. Dr. Sinha expressly acknowledges and agrees that her decision to retire is being made voluntarily, without coercion, persuasion, threats or promises, and is based upon her own determination that retiring from the University is in her own best interests. At the time of her retirement, Dr. Sinha shall execute another general release of any and all claims that she may have against the University or any of its current and former trustees, officers, employees, agents, and attorneys. Following her retirement, Dr. Sinha shall not seek employment or reemployment with the University in any capacity at any time. Any attempt to seek employment or reemployment with the University following her retirement shall be deemed a material breach of this Agreement and shall provide the University with a proper basis for refusing to accept or consider Dr. Sinha's employment application or submission. In consideration for Dr. Sinha's retirement, the University will not pursue the revocation of Dr. Sinha's tenure or take any further disciplinary actions against her based upon its investigation into alleged violations of the University's harassment and discrimination policies.

9. **General Release.** Dr. Sinha, on behalf of herself and her representatives, family members, heirs, attorneys, executors, administrators, agents, successors and assigns, hereby releases, acquits and forever discharges the University of Illinois and all of its current and former trustees, officers, employees, agents, and attorneys (collectively, the "Released Parties") from any and all claims, causes of action, charges, obligations, damages, and liabilities of any kind or nature, in law or in equity, whether known or unknown, suspected or unsuspected, internal or external, arising prior to the effective date of this Agreement, including without limitation any claims directly or indirectly arising out of, based upon or relating in any manner to Dr. Sinha's employment or tenure with the University, the cessation of her employment with the University and the rights associated with that employment, her placement on administrative leave, any investigations conducted by the University, or any alleged act or omission by any of the Released Parties. Without limiting the generality of the foregoing, Dr. Sinha expressly waives and releases all claims of discrimination, retaliation, harassment or failure to accommodate on the basis of race, color, national origin, ancestry, citizenship, language, religion, sex, sexual orientation, marital status, pregnancy, military status, unfavorable military discharge, disability, medical condition, order of protection status, arrest record or any other basis under Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act; the Illinois Human Rights Act; and all other local, state, or federal laws or regulations governing discrimination in employment, as well as all claims

arising under any state or federal constitution, statute or common law relating to higher education, public employment, contract law, tort law, or procedural or substantive due process. The Parties acknowledge and agree that the general release contained within this paragraph should be construed as broadly as legally permissible.

10. **Confidentiality.** Dr. Sinha agrees to keep the existence and the terms of this Agreement confidential. Accordingly, Dr. Sinha shall not disclose the existence or the terms of this Agreement, or provide a copy of this Agreement, to anyone else, including without limitation any past or present employees of the University, any individuals or organizations external to the University, or any members of the mass media. The only exceptions to this non-disclosure provision is that Dr. Sinha may disclose the existence or the terms of this Agreement, or produce a copy of this Agreement, if required to do so pursuant to a lawful subpoena or court order. If Dr. Sinha receives a subpoena or court order relating to this Agreement, she must immediately notify her designated contact person of that subpoena or court order so as to allow the University the opportunity to quash that subpoena or court order if deemed necessary by the University. In addition, Dr. Sinha may disclose the terms of this Agreement to members of her immediate family, her certified public accountant, her attorney, and to governmental taxing authorities, provided that she secures assurances from them in advance that they themselves will not disclose the existence or terms of this Agreement to anyone else. If Dr. Sinha, or anyone to whom she discloses the existence or terms of this Agreement, should violate the terms of this non-disclosure provision, Dr. Sinha shall be deemed to have breached this Agreement and shall be liable to the University for any damages or harm arising out of that breach. In addition, the University shall be relieved of any further obligations to Dr. Sinha, including the payment of any further compensation and any further employment. In turn, no agent of the University acting in their capacity as such shall disclose the existence or the terms of this Agreement, or provide a copy of this Agreement, to any individuals or organizations external to the University except to the extent required by law. Similarly, no agent of the University acting in their capacity as such shall disclose the existence or the findings of the University's investigation into alleged violations of the University's harassment and discrimination policies by Dr. Sinha, or provide a copy of the investigative report, to any individuals or organizations external to the University except to the extent required by law.

11. **Non-Disparagement.** Dr. Sinha shall not make any written or oral statements to anyone disparaging, attacking or painting in a negative light the University or any of its colleges, departments, divisions, faculty, staff, students, stakeholders, services, or programs, including without limitation any faculty, staff, students, programs, or services associated with the Department of Landscape Architecture. If Dr. Sinha should violate the terms of this non-disparagement provision, Dr. Sinha shall be deemed to have breached this Agreement and shall be liable to the University for any damages or harm arising out of that breach. In addition, the University shall be relieved of any further obligations to Dr. Sinha, including the payment of any further compensation and any further employment.

12. **No Liability.** Neither Party admits any wrongdoing, fault or liability of any kind towards the other Party by entering into this Agreement. This Agreement may not be used as evidence or otherwise cited or relied upon in any subsequent proceeding, other than a proceeding to enforce the terms of this Agreement, and is not to be afforded any precedential effort or to be construed as an admission as to any claimed facts or representations.

13. **Forum Selection and Attorney's Fees.** Any action that is brought to enforce the terms of this Agreement shall be brought only within the Illinois Court of Claims. The Parties agree that both venue and

jurisdiction is appropriate in that court. The prevailing party in any such action shall be entitled to recover from the losing party their reasonable attorney's fees and costs.

14. **Voluntary Agreement.** Dr. Sinha represents and warrants that she has carefully read this Agreement, that she had a full and complete opportunity to review and discuss the contents of this Agreement with her attorney, Johnathan R. Ksiazek, that she fully understands the contents of this Agreement and any rights that she may be waiving through the execution of this Agreement, and that she is signing this Agreement freely and voluntarily. Dr. Sinha further represents and declares that, in executing this Agreement, she relied solely upon her own judgment, belief and knowledge, and that she has not been influenced in any manner by any representations or statements made by any representatives of the University. Dr. Sinha acknowledges that no representative of the University has made any promise, representation or warranty whatsoever, written or oral, as any inducement to enter into this Agreement, except as expressly set forth within this Agreement.

15. **Revocation Period.** Dr. Sinha acknowledges that she has been afforded a reasonable period of time of not less than twenty-one (21) calendar days to review and consider the terms of this Agreement and that she has been advised to consult with her attorney, Johnathan R. Ksiazek. Dr. Sinha further acknowledges that she is being granted a period of seven (7) calendar days following her execution of this Agreement to revoke the Agreement. The Parties agree that this Agreement will not become effective until each of the following conditions have been met: (a) Dr. Sinha has executed the Agreement; (b) the revocation provided for within this paragraph has expired; and (c) each of the University's signatories to this Agreement has executed the Agreement.


16. **Entire Agreement.** This Agreement sets forth the entire agreement between the University and Dr. Sinha and supersedes all prior oral or written agreements, negotiations, discussions, or understandings concerning the subject matter hereof. The terms of this Agreement may not be altered, amended, waived or modified, except by a further written agreement signed by Dr. Sinha and an authorized representative of the University. This Agreement will become effective on the date that it is fully executed by both Parties and shall be construed and interpreted in accordance with the laws of the State of Illinois. Because both Parties were represented by counsel and participated in the negotiation of this Agreement, this Agreement shall not be construed against either Party as the drafter of the Agreement. The headings contained within this Agreement are for convenience only and are not intended to be substantive. This Agreement may be executed in one or more counterparts through original, facsimile or electronic signatures, and the counterparts will be construed together to constitute the fully executed Agreement.

[The remainder of this page has been left blank intentionally.]


DR. SINHA REPRESENTS AND WARRANTS THAT SHE HAS THOROUGHLY READ AND CONSIDERED ALL ASPECTS OF THIS AGREEMENT, THAT SHE UNDERSTANDS ALL PROVISIONS OF THIS AGREEMENT, THAT SHE HAS HAD THE OPPORTUNITY TO CONSULT WITH HER ATTORNEY, JOHNATHAN R. KSIAZEK, THROUGHOUT THIS PROCESS, AND THAT SHE IS VOLUNTARILY ENTERING INTO THIS AGREEMENT AND FORFEITING CERTAIN RIGHTS, INCLUDING TENURE RIGHTS, OF HER OWN FREE WILL, WITHOUT DURESS OR COERCION OF ANY KIND.

AMITA SINHA


UNIVERSITY OF ILLINOIS


Amita Sinha


Oct 11, 2017
Date

By 
Avijit Ghosh
Chief Financial Officer and Interim Comptroller

10/27/17
Date


William Bernhard
Vice Provost for Academic Affairs

10/27/17
Date



Peter Mortensen
Interim Dean, College of Fine and Applied Arts

10-25-17
Date


William Sullivan
Head, Department of Landscape Architecture

10/25/17
Date

Approved as to form:


Office of University Counsel

10/23/17
Date